

**AGREEMENT BETWEEN
KING COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
COUNCIL 2, LOCAL 2084-S
JUVENILE DETENTION DIVISION
SUPERVISORS**

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These Articles constitute an Agreement between King County (County) and the Washington State Council of County and City Employees (WSCCCE), Local 2084-S (Union).

ARTICLE 1: PURPOSE AND LABOR-MANAGEMENT COMMITTEE

Section 1. Purpose: The purpose of this Agreement is to set forth in writing the negotiated wages, hours and working conditions for those employees other than confidential who occupy the classifications listed in Addendum A and work at the Department of Adult and Juvenile Detention (DAJD) within the Juvenile Detention Division.

Section 2. Labor-Management Committee:

A. The parties agree to establish a Joint Labor-Management Committee (JLMC) which shall be authorized, consistent with applicable laws and the terms of this Agreement, to use principles of interest-based bargaining to interpret, apply and resolve issues affecting Labor and/or Management.

B. The role of the JLMC is to oversee the tasks and/or committees called for in this Agreement and to provide the necessary coordination on matters involving the following principles:

- To deal jointly with issues
- To maintain and improve labor-management relations and communications
- Establish commitment, mutual trust and mutual respect
- To help identify and solve problems
- As a forum to exchange information
- To promote the highest degree of efficiency and responsibility in

performance of the work and the accomplishment of the public purpose of
DAJD and the Juvenile Detention Division.

- Perform other duties as contained in this Agreement

C. The JLMC will meet at least monthly unless the parties mutually agree to change the schedule provided that no more than sixty (60) days shall elapse between meetings. The responsibility for chairing meetings shall alternate each meeting between the Union and DAJD management. The chairperson shall function as a facilitator of JLMC deliberations in accordance with the principles of interest based bargaining. Each party will determine whether their chair assignment will be permanent or rotate among their members.

D. The parties agree that the JLMC will be comprised of equal representation of the County including one representative from the Human Resources Division (HRD) and the Union.

E. The JLMC does not waive or diminish management rights and does not waive or diminish Union rights of grievance or bargaining. Issues are to be discussed in an interest-based, collaborative manner and the JLMC may access the services of a mutually acceptable source of mediation services if consensus cannot be reached in a timely manner. The parties recognize that the JLMC may not be able to resolve every issue.

Section 3. All words under this Agreement shall have their ordinary and usual meaning except those words that have been defined under K.C.C. 3.12, as amended.

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2 **Section 1. Recognition:** The County recognizes the Union as the exclusive bargaining
3 representative for all employees, other than confidential employees, whose job classifications are
4 listed in Addendum A and who work at in the Juvenile Detention Division of DAJD.

5 **Section 2. Union Membership:** It shall be a condition of employment that all employees
6 covered by this Agreement who are members of the Union in good standing on the effective date of
7 this Agreement shall remain members in good standing or pay an agency fee. It shall also be a
8 condition of employment that all employees covered by this Agreement and hired or assigned into the
9 bargaining unit after its effective date shall, on the thirtieth (30) day following the beginning of such
10 employment, become and remain members in good standing in the Union or pay an agency fee.

11 **Section 3. Exemption:** Nothing contained in Section 2 shall require an employee to join the
12 Union who objects to membership in the Union on the grounds of a bona fide religious objection, in
13 which case the employee shall pay an amount of money equivalent to the regular union dues and
14 initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by
15 the employee affected and the bargaining representative to which the employee would otherwise pay
16 the dues and initiation fee. The employee shall furnish written proof that such payments have been
17 made.

18 **Section 4. Dues Deduction:** Upon receipt of written authorization individually signed by an
19 employee, the County shall have deducted from the pay of such employee the amount of dues as
20 certified by the secretary of WSCCCE and shall transmit the same to its treasurer.

21 **Section 5. Indemnification:** The Union will indemnify, defend and hold the County
22 harmless against any claims made and against any suit instituted against the County on account of
23 any check-off of dues for the Union. The Union agrees to refund to the County any amounts paid to
24 it in error on account of the check-off provisions upon presentation of proper evidence thereof.

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 It is recognized that the County retains the right, except as otherwise provided in this
3 Agreement, to manage the business of the County and to direct its workforce. Such functions of the
4 County include, but are not limited to:

5 A. Recruit, examine, select, promote, transfer and train employees of its choosing, and to
6 determine the times and methods of such actions;

7 B. Assign and direct the work; develop and modify class specifications as well as assignment
8 for the salary range for each classification and allocate positions to those classifications; determine
9 the methods, materials and tools to accomplish the work; designate duty stations and assign
10 employees to those duty stations;

11 C. Reduce the workforce due to lack of work, funding or other cause consistent with efficient
12 management; discipline, suspend, demote or dismiss regular employees for just cause;

13 D. Establish work rules; assign the hours of work and assign employees to shifts of its
14 designation;

15 E. All of the functions, rights, powers and authority of the County not specifically abridged,
16 delegated or modified by this Agreement are recognized by the Union as being retained by the
17 County;

18 F. **Bi-Weekly Pay:** The County may change to a bi-weekly pay system during the term of
19 this agreement. The County and the union agree to bargain in good faith the effects of such a change.

1 **ARTICLE 4: WAIVER AND COMPLETE AGREEMENT**

2 **Section 1. Waiver:** The parties acknowledge that during the negotiations resulting in this
3 Agreement each had the unlimited right and opportunity to make demands and proposals with respect
4 to any and all subjects or matters not removed by law from the area of collective bargaining and the
5 understandings and agreements arrived at by the parties after exercise of that right and opportunity
6 are set forth in this Agreement. The County and the Union each voluntarily and unqualifiedly waive
7 the right and each agrees that the other shall not be obligated to bargain collectively with respect to
8 any subject or matter not specifically referred to or covered in this Agreement, even though such
9 subject or matter may not have been within the knowledge or contemplation of either or both of the
10 parties at the time they negotiated or signed this Agreement. All rights and duties of both parties are
11 specifically expressed in this Agreement and such expression is all-inclusive. This Agreement
12 constitutes the entire agreement between the parties and concludes collective bargaining for its terms,
13 subject only to a desire by both parties to mutually agree to amend or supplement at any time, except
14 for negotiations over a successor collective bargaining agreement.

15 **Section 2. Modification:** Should the parties agree to amend or supplement the terms of this
16 Agreement, such amendments or supplements shall be in writing and effective when signed by the
17 Union, the Director of DAJD/designee and by the Director of HRD/designee.

1 **ARTICLE 5: EMPLOYEE RIGHTS**

2 **Section 1. Just Cause Standard:** No regular employee shall be disciplined except for just
3 cause.

4 **Section 2. Disciplinary Action:**

5 A. Disciplinary action shall be in accordance with Chapter 3.12 of the King County
6 Code (K.C.C.).

7 B. When the County takes disciplinary action the employee shall be given notice of
8 such action and, upon written request, reports or documentation will be made available to the
9 employee.

10 **Section 3. Personnel Files:**

11 A. The employee and/or a Union representative may examine the employee's
12 personnel files if the employee so authorizes in writing. Material placed into the employee's files
13 relating to job performance or personal character shall be brought to his or her attention prior to
14 placement in the file. The employee may challenge the propriety of including it in the files. If, after
15 discussion, the County retains the material in the file, the employee shall have the right to insert
16 contrary documentation into the file, or request the removal of a document that is in the file.

17 B. Unauthorized persons shall not have access to employee files or other personal
18 data relating to the employee. The Director of DAJD/designee will determine staff authorized for
19 access to personnel files maintained in DAJD. All persons with the exception of DAJD personnel,
20 and Prosecuting Attorney staff shall record access to employee files.

21 **Section 4. Class Specifications:** When the phrase, such as "performs related work as
22 required," is incorporated into the text of an official class specification as a representative example of
23 work, the assignment of such work on a regular and ongoing basis shall be within the essential duties
24 and responsibilities of the classification. Except as agreed to by the Union and the County,
25 employees shall not regularly and on an ongoing basis be assigned duties foreign to their
26 classification.

27 **Section 5. Right to Representation:** Employees shall have the right to representation as
28 defined by law and the terms of this Agreement.

1 **Section 6. Mileage:** All employees who have been authorized to use their own
2 transportation on County business shall be reimbursed at the IRS rate.

3 **Section 7. Personal Property:** Employees whose personal property is damaged during the
4 performance of their duties shall have same repaired or replaced at County expense; provided, that
5 such reimbursement shall not exceed five hundred dollars (\$500.00) per incident. Paperwork
6 necessary to process claims covered under this Section will be initiated by the Division within one
7 pay period upon receipt of the claim from the employee.

8 **Section 8. Subcontracting:** The County will not contract or subcontract work when such
9 action will cause layoff of regular employees unless it is required by state or federal law.

10 **Section 9. Safety Standards:** No employee shall be directed to work in a manner or
11 condition that does not comply with the minimum accepted safety practices or standards, or in a
12 condition, location or assignment which would constitute a hazard to the employee's health or well-
13 being. The County shall provide appropriately classified staff for the care, supervision and
14 transportation of youth.

15 **Section 10. Reclassified Positions:**

16 **A.** The County will advise the Union in writing and in advance about the creation of
17 any new or reclassified position to be assigned to the Juvenile Detention Division of DAJD. Such
18 notification will include a list of duties and responsibilities, along with a statement of the desirable
19 qualifications.

20 **B.** The County and the Union will review and attempt to reach a mutual agreement in
21 determination of inclusion or exclusion in the bargaining unit of any newly created or reclassified
22 positions and the salary range for the new positions. Should the parties fail to reach a mutual
23 agreement on the matter of inclusion, the matter will be referred to the Public Employment Relations
24 Commission (PERC) for unit clarification. In the event that the County wishes to fill the position
25 pending the unit clarification decision, the County will make a good faith attempt to fill the disputed
26 position on a temporary basis with a qualified employee from within the existing bargaining unit.

ARTICLE 6: HOLIDAYS

Section 1.

A. Celebrated Holidays: All regular, probationary, provisional and term-limited temporary employees who work a full-time schedule shall be granted the following holidays with pay:

<i>Holiday</i>	<i>Date Celebrated</i>
New Year's Day	January 1st
Martin Luther King Jr's Birthday	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day Following Thanksgiving
Christmas Day	December 25th

and any day as declared by the president or governor and as approved by the council.

B. Whenever a holiday falls upon a Sunday, the following Monday shall be observed as a holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

C. Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime except for such time that sick leave is taken on the holiday.

D. Employees working multiple shifts will observe holidays only on the dates and days specified under Section 1.A, "Date Celebrated".

Section 2. Personal Holidays: Regular, probationary, provisional and term-limited temporary employees shall receive two (2) additional personal holidays to be administered through the vacation plan. One (1) day shall be accrued on the first of October and one (1) day shall be

1 accrued on the first of November of each year. These days may be used in the same manner as any
2 vacation day earned.

3 **Section 3. Part-time Scheduled Employees:** Regular, probationary, provisional and part-
4 time term-limited temporary employees who work a part-time schedule receive paid holidays based
5 on their work schedule consistent with Sections 1 and 2 herein.

6 **Section 4. Holiday Compensation:**

7 **A.** Full-time employees who are eligible for holiday pay shall receive time and one-
8 half (1-1/2) the regular rate of pay for all hours worked on a holiday listed in Section 1.A. above.
9 This holiday compensation for hours actually worked on a holiday shall be in addition to the eight (8)
10 straight time hours of holiday pay. Employees who do not work the holiday shall either receive an
11 additional day's pay or shall at their option receive a substitute holiday, use of which must be
12 scheduled five (5) days in advance. Substitute holidays not taken off within one (1) year shall be
13 compensated for in cash.

14 **B.** Part-time employees who are eligible for holiday pay and are assigned to work on
15 a holiday shall be paid holiday compensation (1-1/2 the regular rate of pay) for the actual hours
16 worked. In addition to the holiday compensation for actual hours worked, the employees shall
17 receive holiday pay for holidays which fall on regularly scheduled working days and the holiday pay
18 shall be pro-rated based on the employee's regularly scheduled working hours. Employees will not
19 be compensated for holidays falling on days which they are not regularly scheduled to work.

ARTICLE 7: VACATIONS

Section 1.

A. Regular, probationary, provisional and term-limited temporary employees who work a full-time schedule hired after July 10, 1996 shall accrue vacation leave benefits as described in the following table:

Full Years of Service		Equivalent/ Pro-Rated days (7.2 hours/day)	Annual Leave hourly accrual rate
Upon hire through end of Year	5	12	0.0462
Upon beginning of Year	6	15	0.0577
Upon beginning of Year	9	16	0.0616
Upon beginning of Year	11	20	0.0770
Upon beginning of Year	17	21	0.0808
Upon beginning of Year	18	22	0.0847
Upon beginning of Year	19	23	0.0885
Upon beginning of Year	20	24	0.0923
Upon beginning of Year	21	25	0.0962
Upon beginning of Year	22	26	0.1001
Upon beginning of Year	23	27	0.1039
Upon beginning of Year	24	28	0.1078
Upon beginning of Year	25	29	0.1116
Upon beginning of Year and beyond	26	30	0.1154

B. Full-time regular employees hired on or before July 10, 1996 shall accrue vacation leave benefits as described in the following table:

County Vacation Accrual Schedule for Local 2084 employees hired on or before July 10, 1996:

County Vacation Accrual Schedules				
Employees hired on or before July 10, 1996 in the Department of Youth Services				
Beginning Years of Active Service	Annual Leave in Days Per Year (** 7.2 Hour/Days)	Annual Leave in Hours	Accrual Rate Per Pay Day 78 Hrs. Semi-monthly Schedule	Hourly Accrual Rate (78 hrs. Semi-monthly Schedule)
Upon hire through 12 mos.	12**	86.40	3.60	0.0462
Beginning of year 2	12**	86.40	3.60	0.0462
Beginning of year 3	12**	86.40	3.60	0.0462
Beginning of year 4	15	120.00	5.00	0.0642
Beginning of year 5	15	120.00	5.00	0.0642
Beginning of year 6	15	120.00	5.00	0.0642
Beginning of year 7	15	120.00	5.00	0.0642
Beginning of year 8	15	120.00	5.00	0.0642
Beginning of year 9	15	120.00	5.00	0.0642
Beginning of year 10	15	120.00	5.00	0.0642
Beginning of year 11	20**	144.00	6.00	0.0770
Beginning of year 12	20**	144.00	6.00	0.0770
Beginning of year 13	20	160.08	6.67	0.0856
Beginning of year 14	20	160.08	6.67	0.0856
Beginning of year 15	20	160.08	6.67	0.0856
Beginning of year 16	20	160.08	6.67	0.0856
Beginning of year 17	20	160.08	6.67	0.0856
Beginning of year 18	20	160.08	6.67	0.0856
Beginning of year 19	23**	165.60	6.90	0.0885
Beginning of year 20	24**	172.80	7.20	0.0924
Beginning of year 21	25**	180.00	7.50	0.0962

County Vacation Accrual Schedules				
Employees hired on or before July 10, 1996 in the Department of Youth Services				
Beginning Years of Active Service	Annual Leave in Days Per Year (** 7.2 Hour/Days)	Annual Leave in Hours	Accrual Rate Per Pay Day 78 Hrs. Semi-monthly Schedule	Hourly Accrual Rate (78 hrs. Semi-monthly Schedule)
Beginning of year 22	26**	187.20	7.80	0.1001
Beginning of year 23	27**	194.40	8.10	0.1039
Beginning of year 24	28**	201.60	8.40	0.1078
Beginning of year 25	29**	208.80	8.70	0.1116
Beginning of year 26	30**	216.00	9.00	0.1154
Maximum Vacation Balance allowable is 60 days				
(Sick Leave is accrued on each paycheck at the rate of:				
.04616 hours for each compensated hour, i.e., 3.6 hours/semi-monthly (7.2 hours/month)				

Section 2. Regular, probationary, provisional and term-limited temporary employees who work a part-time schedule shall accrue vacation leave in accordance with the leave schedule set forth in Section 1; provided, however, such accrual rates shall be prorated to reflect his/her normally scheduled work week.

Section 3. Employees eligible for paid leave shall accrue vacation leave from their date of hire. Employees may accrue vacation leave each pay-period which may not be used until earned.

Section 4. Employees eligible for paid leave shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six (6) months of County service in a paid leave eligible position, and if they leave County employment prior to successfully completing their first six (6) months of County service, shall forfeit and not be paid for accrued vacation leave.

Section 5. Employees eligible for paid leave shall be paid for accrued vacation leave to their date of separation up to the maximum accrual amount if they have successfully completed their first six months (6) of County service in a paid leave eligible position. Payment shall be the accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of leaving County

1 employment less mandatory withholdings.

2 **Section 6.**

3 A. One (1) vacation preference request will be granted for a single period of
4 consecutive work days off for vacation for a period beginning April 1 and ending the following
5 March 31. Such request must be received by the County no later than March 1. The vacation
6 preference request shall be made on the appropriate Juvenile Detention Division form. Vacation
7 preference request shall be granted on the basis of seniority within classification provided that
8 judicial proceedings, youth services and essential facility operations are properly staffed at all times.
9 Employees will be notified by April 1 in regard to approval or disapproval of their requests.

10 B. Vacation requests received after March 1 shall be considered and approved on the
11 basis of date of request. Employees shall be advised within thirty (30) days of the date of the request
12 as to approval or disapproval of the request.

13 **Section 7.** Employees eligible for paid leave may accrue up to sixty (60) days vacation
14 calculated/adjusted to reflect the normal bi-weekly schedule not to exceed 432 hours. Employees
15 eligible for paid leave shall use vacation leave beyond the maximum accrual amount prior to
16 December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will
17 result in forfeiture of the vacation leave beyond the maximum amount unless the Division Director
18 has approved a carryover of such vacation leave because of cyclical workloads, work assignments or
19 other reasons as may be in the best interests of the County.

20 **Section 8.** Employees eligible for paid leave shall not use or be paid for vacation leave until
21 it has accrued. Such use or payment shall be consistent with the provisions of this Article and the
22 requirements of the King County Family Medical Leave ordinance, federal Family Medical Leave
23 Act, and any Washington state laws related to family medical leave.

24 **Section 9.** In cases of separation from County employment by death of an employee with
25 accrued vacation leave and who has successfully completed his/her first six (6) months of County
26 service in a paid leave eligible position, payment of unused vacation leave up to the maximum
27 accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by
28 state law, RCW Title 11.

1 **Section 10.** If a regular employee eligible for paid leave resigns from County employment or
2 is laid off and subsequently returns to County employment within two years from such resignation or
3 layoff, as applicable, the employee's prior County service shall be counted in determining the
4 vacation leave accrual rate under Section 1.

5 **Section 11.** Vacation leave may be used in quarter (1/4) hour increments, at the discretion of
6 the Division Director/designee.

7 **Section 12.** Employees who are in a probationary period as a result of promotion shall be
8 entitled to use vacation time accrued in their prior position while they are in a probationary status in
9 their new position subject to the approval of the Juvenile Detention Division Director or designee.

1 **ARTICLE 8: SICK LEAVE**

2 **Section 1.** Regular, probationary, provisional and term-limited temporary employees shall
3 accrue sick leave benefits at the rate of 0.04616 for each hour in regular pay status excluding
4 overtime up to a maximum of eight (8) hours per month. Sick leave shall not begin to accrue until
5 the first of the month following the month in which the employee commenced employment. The
6 employee is not entitled to sick leave if not previously earned.

7 **Section 2.** During the first six (6) months of service in a paid leave eligible position,
8 employees eligible to accrue vacation leave may, at the manager's discretion, use any accrued days of
9 vacation leave as an extension of sick leave. If an employee does not work a full six (6) months, any
10 vacation leave used for sick leave must be reimbursed to the County upon termination.

11 **Section 3.** There shall be no limit to the hours of sick leave benefits accrued by an eligible
12 employee. Sick leave may be used in quarter (1/4) hour increments.

13 **Section 4.** The County is responsible for the proper administration of the sick leave benefit.
14 The County can require an employee to submit verification of illness from a licensed practitioner for
15 any requested sick leave absence if abuse is suspected.

16 **Section 5.** Separation from or termination of County employment except by reason of
17 retirement or layoff due to lack of work, funds or efficiency reasons, shall cancel all sick leave
18 accrued to the employee as of the date of separation or termination. Should a regular employee
19 resign or be laid off and return to County employment within two years, accrued sick leave shall be
20 restored.

21 **Section 6.** Employees eligible to accrue sick leave and who have successfully completed at
22 least five years of County service and who retire as a result of length of service or who terminate by
23 reason of death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable,
24 an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave multiplied by
25 the employee's rate of pay in effect upon the date of leaving County employment less mandatory
26 withholdings.

27 **Section 7.** Employees shall be entitled to family medical leave, as provided by the King
28

1 County Family Medical Leave Ordinance, the federal Family Medical Leave Act, and any
2 Washington state laws that provide for family medical leave.

3 **Section 8.** Except as otherwise provided by the King County Family Medical Leave
4 Ordinance, the federal Family Medical Leave Act, and any Washington state laws that provide for
5 family medical leave, accrued sick leave may be used for the following reasons:

6 **A.** The employee's bona fide illness; provided, that an employee who suffers an
7 occupational illness may not simultaneously collect sick leave and worker's compensation payments
8 in a total amount greater than the net regular pay of the employee;

9 **B.** The employee's incapacitating injury, provided that:

10 **1.** An employee injured on the job may not simultaneously collect sick leave
11 and worker's compensation payments in a total amount greater than the net regular pay of the
12 employee;

13 **C.** Exposure to contagious diseases and resulting quarantine.

14 **D.** A female employee's temporary disability caused by or contributed to by
15 pregnancy and childbirth.

16 **E.** The employee's medical, ocular or dental appointments, provided that the
17 employee's Division Director or designee has approved the use of sick leave for such appointments.

18 **F.** To care for the employee's child or the child of an employee's domestic partner if
19 the following conditions are met:

20 **1.** The child is under the age of eighteen (18);
21 **2.** The employee is the natural parent, stepparent, adoptive parent, legal
22 guardian or other person having legal custody and control of the child;
23 **3.** The employee's child or the child of an employee's domestic partner has a
24 health condition requiring the employee's personal supervision during the hours of his/her absence
25 from work;

26 **4.** The employee actually attends to the child during the absence from work.

27 **G.** Employees shall be entitled to use accrued sick leave where such employee is
28 required to care for immediate family members who are seriously ill. There shall be no limit on the

1 use of sick leave to care for children under “F” of this Section.

2 **H.** Up to one (1) day of sick leave may be used by an employee for the purpose of
3 being present at the birth of his child.

4 **I.** An employee who has exhausted all of his/her sick leave may use accrued vacation
5 leave as sick leave before going on leave of absence without pay. After four (4) days of vacation
6 leave have been used as an extension of sick leave during each six (6) month period of a calendar
7 year (January through June, July through December). Subsequent use of vacation leave for such
8 purpose may be used if approved by his/her manager.

9 **Section 9.** Sick leave may be used only for absences from a regular scheduled work shift.

10 **Section 10.** For purposes of this Article, the definition of immediate family is provided under
11 Article 9, Section 3.E.

12 **Section 11.** Employees who are in a probationary status shall not be denied the valid use of
13 accrued sick leave.

1 **ARTICLE 9: GENERAL LEAVES**

2 **Section 1. Donation of Leaves:** An employee eligible for paid leaves may donate a portion
3 of his/her accrued leaves to a leave accrual eligible employee in accordance with Chapter 3.12 of the
4 King County Code (K.C.C.).

5 **Section 2. Leave - Organ Donors:** The manager shall allow all employees eligible for paid
6 leaves who are voluntarily participating as donors in life-giving or life-saving procedures such as, but
7 not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five (5)
8 days paid leave, which shall not be charged to sick or vacation leaves in accordance with Chapter
9 3.12 of the K.C.C.

10 **Section 3. Bereavement Leave:**

11 **A.** Employees eligible for paid leaves shall be entitled to three (3) working days of
12 bereavement leave a year, due to death of members of their immediate family.

13 **B.** Employees eligible to accrue paid leaves who have exhausted their bereavement
14 leave, shall be entitled to use sick leave in the amount of three (3) days for each instance when death
15 occurs to a member of the employee's immediate family.

16 **C.** In cases of family care where no sick leave benefit exists, the employee may
17 request vacation leave in accordance with Article 7 or may be granted leave without pay.

18 **D.** In the application of any of the foregoing provisions, when a holiday or regular
19 day off falls within the prescribed period of absence, it shall not be charged against the employee's
20 sick leave account nor bereavement leave credit.

21 **E.** For the purposes of this Section, a member of the immediate family is as follows:
22 spouse, domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild
23 of the employee, employee's spouse or employee's domestic partner.

24 **Section 4. Leave – Examinations:** Employees eligible for paid leaves shall be entitled to
25 necessary time off with pay for the purpose of participating in County qualifying or promotional
26 examinations. This shall include time required to complete any required interviews.

27 **Section 5. Jury Duty:**

28 **A.** Employees eligible for paid leaves who are ordered on a jury shall be entitled to

1 their regular County pay; provided, that fees for such jury duty are deposited, exclusive of mileage,
2 with the Department of Finance. Employees shall report back to their supervisor when dismissed
3 from jury service.

4 **B.** There shall be a one (1) day schedule adjustment provided that employees must
5 notify management at least two (2) weeks in advance of serving on jury duty in order to allow their
6 schedule to be adjusted if the jury duty would require the employee to serve on their regularly
7 scheduled day off.

8 **Section 6. School Volunteer:** Employees eligible for paid leaves shall be allowed the use of
9 up to three (3) days of sick leave each year to allow employees to perform volunteer services at the
10 school attended by the employee's child in accordance with Chapter 3.12 of the K.C.C.

ARTICLE 10: HOURS OF WORK AND OVERTIME

Section 1. Except as otherwise provided in this Article, the standard work week for Detention Supervisors shall consist of thirty-six (36) hours. The normal workday shall be nine (9) hours. Scheduled days off shall be three (3) consecutive days. The normal workday shall be eight (8) hours. Scheduled days off shall be two (2) consecutive days one week and three (3) consecutive days the next week.

Section 2. The parties agree that alternate work schedules may be utilized that are mutually agreed upon in writing by the employee and Juvenile Division Director/designee.

Section 3.

A. Except as otherwise provided in this Article, employees shall be paid at an overtime rate of time and one-half (1-1/2) their regular rate of pay for all compensable hours worked in excess of their regularly scheduled work week. (For instance if an employee is regularly scheduled to work thirty-six (36) hours in a week, the employee will receive overtime after thirty-six (36) hours; if an employee is regularly scheduled to work forty (40) hours a week, the employee shall be entitled to overtime after forty (40) hours.)

B. Full time detention employees who work beyond their regularly assigned work shift shall be paid at the overtime rate for the actual time worked so long as they have not taken vacation leave during that workday. (For instance an employee regularly works a nine (9) hour day, shall receive overtime after the 9th hour worked in a day; an employee who regularly works a ten (10) hour day shall receive overtime after the tenth (10th) hour worked; so long as they have not taken vacation leave during that work day.)

C. Sick leave shall not be included for the purposes of determining whether the overtime thresholds have been met.

Section 4. Normally, overtime work shall require prior approval of the individual's supervisor; however, overtime work may be approved after it is performed, provided Juvenile Division Director/designee determines sufficient justification is made.

Section 5. An employee may request, and with approval of the Director or designee, may receive time off in lieu of overtime pay. Such time to be on a time and one half (1-1/2) basis.

1 **Section 6.** A minimum of four (4) hours at the overtime rate shall be paid for each call-out.
2 Where such overtime exceeds four (4) hours, the actual hours worked shall be compensated at
3 overtime rates. Call-out shall be defined as that circumstance when an employee, having completed
4 the assigned shift and departed the premises, is requested by the County to return to work. Time
5 actually spent at the workplace shall be compensated for in accordance with this Section. The
6 provisions of this Section shall not apply to meeting and training sessions requiring a return to work.

7 **Section 7. Mandatory Training or Mandatory Meetings:** Regular full-time employees who
8 are required by management to attend training sessions or meetings shall be paid overtime on an hour
9 for hour basis with a minimum of two (2) hours at the overtime rate paid, if such training or
10 mandatory meetings fall outside of their scheduled work shift.

1 **ARTICLE 11: WORK-OUT-OF-CLASSIFICATION**

2 **Section 1.** All work outside of classification and alternate assignments shall be assigned in
3 writing by the Director of DAJD or designee prior to the work being performed.

4 **Section 2. Alternate Assignments:**

5 **A.** Alternate assignments are time limited assignments. These assignments may be
6 assigned either within or outside of regular employee's current classification. The purpose of
7 alternate assignments is to temporarily fill vacancies created by the following circumstances:

- 8 1. Special project work
- 9 2. Backfill for project work
- 10 3. Backfill for long term medical absences caused by illness/injury
- 11 4. Backfill for a vacancy during a hiring process

12 **B. Duration:** The duration of alternate assignments shall be as follows:

- 13 1. Special Project work: Duration of the Special Project
- 14 2. Backfill for Special Project: Maximum of six (6) months
- 15 3. Medical backfill: Maximum of six (6) months
- 16 4. Vacancy during hiring process: Maximum of six (6) months

17 **C. Probationary Period:** If an employee subsequently hires into the position for
18 which he/she was temporarily assigned on an alternate assignment, the time served in that capacity
19 does not count as his/her initial probationary period in the new job class.

20 **D. Recruitment for Alternate Assignments:**

- 21 1. The County will circulate among all DAJD, Juvenile Division staff a
22 description of the nature of the alternate assignment, the duration of the assignment, any applicable
23 salary level, and desirable qualifications. Interested candidates will be invited to apply to the
24 appointing authority.
- 25 2. The nature of the application, and the selection process will be determined
26 by the County.
- 27 3. The appointing authority will make the final decision.

28 **E. Performance Evaluation of alternate assignment employees:** Evaluations

1 shall be conducted at the completion of all alternate assignments.

2 **F. Compensation:** Employees who work an alternate assignment shall be
3 compensated in accordance with the King County Career Service Guidelines.

4 1. Employees who work an alternate assignment within their current
5 classification or in a classification where the pay range is the same as their current classification will
6 receive no additional compensation.

7 2. Employees who work an alternate assignment outside of their normal
8 classification where the pay range is greater than their current classification will receive a five
9 percent (5%) increase or Step 1 of the new classification, whichever is greater.

10 3. Employees who work an alternate assignment outside of their normal
11 classification where the pay range is less than their current classification will receive their normal
12 rate of pay for the duration of the alternate assignment.

13 **G. Seniority:** Employees who work alternate assignments shall accrue seniority only
14 within their regular classification.

15 **Section 3: Supervisory Vacancies:** Temporary Supervisor vacancies may be filled by non-
16 bargaining unit employees if:

17 1. The vacancy is not filled by the alternate assignment process.

18 2. There are no available Supervisors.

ARTICLE 12: REDUCTION IN FORCE

Section 1. Regular employees selected for layoff as a result of efficiencies, lack of funds and/or a lack of work shall be laid off according to seniority in classification.

A. Seniority Tie-Breaker: In the event there are two or more regular employees within the Juvenile Division of DAJD with the same classification, title and seniority, the layoff shall be based upon total DAJD Juvenile Division seniority which includes seniority accrued within the former Department of Youth Services. If Juvenile Division seniority is tied, then the County will decide.

Section 2. An employee designated for layoff within a specific classification may move to another position within that classification based on their seniority in the classification. Where multiple staff occupy the same shift and days off, the least senior staff person within the group will be displaced. If there is no Master Schedule position within classification to which the employee can move, the employee may select a Master Schedule position in a job classification previously worked at the agency, based on total agency seniority, provided:

A. That at least a six (6) month probation period was satisfactorily completed; and,

B. The demonstrated job performance in the former classification was at an acceptable standard.

Section 3. Employees subsequently displaced as a result of the selection made by the laid off employee, may in turn exercise their lay-off rights as described above.

A. In the event an employee does not submit a position selection, the employee will be placed in the last remaining slot after all selections have been made.

Section 4. Seniority Calculation: For the purposes of this Agreement, seniority shall be defined as length of continuous regular service without a break in that service.

A. Calculation of seniority will be accomplished by automatically crediting each employee, at the beginning of the calendar year with the number of regular hours he/she would be scheduled to work during the remainder of the calendar year (1872 hours for full-time staff, 1248 hours for 2/3 time staff, 936 hours for half-time staff). Any leave-without-pay hours will then be subtracted from total agency and classification time as they are taken throughout the calendar year.

1 B. Part-time regular employees will accrue seniority, based on a prorated formula in
2 accordance with the number of hours worked during the calendar year, not to exceed a full-time
3 accrual rate.

4 C. No employee shall lose seniority due to an absence caused by an on-the-job injury
5 and otherwise as provided by law (i.e. military leave).

6 **Section 5. Re-call Rights:** Regular employees laid off or bumped due to lack of work or lack
7 of funds shall have re-employment rights to the same kind and level of position held at the time of
8 layoff if such a position becomes available within two (2) years from the date of layoff. Laid-off
9 regular employees shall have recall rights to any vacant position within their classification. In such
10 cases, the seniority status accrued at the time of layoff shall be reinstated when the employee returns
11 to regular employment with the Juvenile Division of DAJD.

12 **Section 6. Cash Out Upon Layoff:** Regular employees shall be paid in cash upon layoff
13 from County employment for any vacation accrued or may elect to retain their accrued vacation for
14 one (1) year to be restored to the employee when recalled to work. If the employee is not recalled
15 within one (1) year, a cash payment shall be made for the accrued amount.

16 **Section 7. Supervisors:** An employee who is a member of this bargaining unit may return to
17 the prior position held with the Juvenile Division of DAJD which is represented by the Union;
18 provided, the request is made during the term of the Agreement and a vacant position in the
19 classification is available.

1 **ARTICLE 13: GRIEVANCE PROCEDURE**

2 **Section 1. Statement of Purpose:** The Union and County recognize the importance and
3 desirability of settling grievances promptly and fairly in the interest of continued good employee
4 relations and morale. To accomplish this, every effort will be made to settle grievances at the lowest
5 level of supervision. Employees will be unimpeded and free from restraint, interference, coercion,
6 discrimination or reprisal in seeking adjudication of their grievances.

7 **Section 2. Definitions and Conditions:**

8 **A. Grievance:** A grievance is an allegation made by an employee that the County
9 has not correctly applied the written provisions of this Agreement. Only an aggrieved employee may
10 file a grievance at Step 1; except, the Council 2 representative/designee may file a grievance on
11 behalf of an employee. An employee must file a grievance within ten (10) of his/her working days of
12 the event or knowledge of the event. Temporary, provisional, term-limited temporary and
13 probationary employees may not grieve a termination.

14 **B. Class Action Grievance:** A class-action grievance is an allegation made by the
15 Union that the County has not correctly applied the written provisions of the Agreement. Only the
16 Council 2 representative/designee may file a grievance form at Step 2 on behalf of affected
17 employees. The Council 2 representative/designee must file the grievance form within fourteen (14)
18 calendar days of the event or knowledge of the event.

19 **C. Grievance Form:** A grievance form will include, but is not limited to, the
20 following information: date the grievance was filed by the employee, date the grievance is received
21 by the supervisor/designee, nature of the grievance, when the event occurred, who is affected,
22 identification of the provisions of the Agreement that apply, and the remedy sought.

23 **Section 3. Grievance Steps:**

24 **A. Step 1:**

25 **1.** A Step 1 grievance will automatically be waived to Step 2 if it addresses an
26 issue that is above the manager (i.e., Assistant Detention Manager's, Chief's or Health Clinic
27 Administrator's) level of authority.

28 **2.** A grievance form, must be filed, as provided under Section 2.A and C,

1 with the Juvenile Division Director/designee and provide a copy to his/her elected Union area
2 representative/designee.

3 3. The Assistant Detention Manager or Chief will have thirty (30) calendar
4 days from receipt of the timely filed written grievance in which to provide a written response to the
5 grievance. Either party may request a meeting to discuss the grievance prior to issuance of a
6 decision. A copy of the written response will be provided to the meeting attendees, the Union's
7 judicial officer and the employee's division manager.

8 4. If the written response does not resolve the grievance, the Council 2
9 representative/designee has thirty (30) calendar days in which to submit a written request to the
10 employee's division manager/designee for a Step 2 meeting.

11 5. The employee must decide whether he/she will pursue his/her grievance
12 through the grievance process under the Personnel Guidelines prior to a request for a Step 2 meeting.
13 If the employee pursues his/her grievance under the Guidelines, it will be withdrawn from this
14 grievance process.

15 **B. Step 2:**

16 1. The Division Director/designee will have thirty (30) calendar days from
17 receipt of the timely written request for a Step 2 meeting in which to provide a written response to the
18 grievance. Either party may request a meeting to discuss the grievance prior to issuance of a written
19 decision. A copy of the written response will be provided to the meeting attendees, the Union's
20 judicial officer and Director of DAJD.

21 2. Class action grievances may be filed as provided under Section 2.B. The
22 meeting will only be with the Council 2 representative/designee and Union president/designee. A
23 copy of the written response will be provided the meeting attendees, the Union's judicial officer and
24 Director of DAJD.

25 3. If the written response does not resolve the grievance, whether such
26 grievance is filed by an employee or is class action, the Council 2 representative/designee has thirty
27 (30) calendar days in which to submit a written request for a Step 3 meeting to the Director of DAJD
28 or designee. Should the County fail to meet the timelines in the steps outlined within this Article,

1 the grievance will automatically proceed to the next step in the grievance process. Should the
2 grieving party or the Union fail to meet the timelines in the steps outlined within this Article, the
3 grievance will be considered resolved.

4 **C. Step 3:**

5 **1.** The Director of DAJD or designee will have thirty (30) calendar days from
6 the receipt of the timely written request for a Step 3 meeting in which to provide a written response to
7 the grievance. Either party may request to meet to discuss the grievance prior to the issuance of a
8 written response. A copy of the written response will be provided to the meeting attendees, the
9 Union's judicial officer and the Director of HRD/designee.

10 **2.** If the written response does not resolve the grievance, the Council 2
11 representative/designee has thirty (30) calendar days in which to submit a written notification for
12 arbitration to the Director of HRD/designee.

13 **Section 4. Arbitration:**

14 **A.** In the event of a timely notice that either party is submitting an issue to arbitration,
15 the parties will meet to select an arbitrator. If they are unable to select an arbitrator, they will request
16 from the American Arbitration Association (AAA) or other mutually acceptable agency, a list of
17 arbitrators. The parties shall alternately strike names from the list.

18 **B.** An arbitrator will have no authority to make a decision or issue a remedy that
19 changes, alters, detracts from or adds to the Agreement. The arbitrator will only have the authority to
20 decide whether the County had or had not correctly applied the written provisions of the Agreement
21 and to award a remedy based on the written provisions of the Agreement.

22 **C.** The arbitrator's fee and expenses will be paid equally by the parties. Each party
23 shall pay for its own costs incurred in the arbitration process, including attorneys or other
24 representation fees.

25 **D.** No matter may be arbitrated which the County has no authority over and/or has no
26 authority to change, or has been processed under dispute resolution procedures not provided under
27 the Agreement.

28 **E.** The arbitration hearing will be conducted under the rules and regulations set forth

1 by the AAA.

2 **Section 5. Timelines and Forfeiture:** Timelines may be extended by mutual written
3 agreement.

4 **Section 6. Alternative Dispute Resolutions:**

5 **A. Unfair Labor Practice:** The parties agree that thirty (30) days prior to filing a
6 unfair labor practice charge with the PERC, the complaining party will notify the other party, in
7 writing, meet, and attempt to resolve the matter unless the deadline for filing with the PERC would
8 otherwise pass or the complaining party is seeking a temporary restraining order as relief.

9 **B. Mediation:** Following a timely submittal of an issue to arbitration, either party
10 may request mediation. Should both parties agree, they will meet with a mediator and try to resolve
11 the grievance. In the event that the grievance is not resolved, the matter shall be deferred to the
12 arbitration process.

13 **Section 7.** In any arbitration under this Article, the arbitrator's fee and expenses shall be
14 borne equally by both parties. For any grievance step or procedure under this Article, including
15 arbitration, each party shall bear the cost of any witnesses appearing on the party's behalf; the cost of
16 preparation and presentation of the matter and all costs associated with the hiring of attorneys in
17 presenting the party's case.

1 **ARTICLE 14: NON-DISCRIMINATION**

2 The County or the Union shall not unlawfully discriminate against any employee with respect
3 to compensation, terms, conditions or privileges of employment because of race, color, creed,
4 religion, national origin, age, sex, sexual orientation, marital status, physical, mental or sensory
5 disability.

1 **ARTICLE 15: POSITION OPENINGS AND JOB BIDDING**

2 **Section 1. Master Schedule:** The County shall maintain a Master Schedule that includes
3 both shifts and days off and the employees occupying them. The County may make changes to the
4 Master Schedule to meet its staffing needs after the Master Schedule is established. The County shall
5 notify the Union of changes to the Master Schedule. Assignments of regular employees to these
6 changed shifts and days off shall be made as follows:

7 1. Any new shift and days off added to the master schedule shall be posted for bid to
8 all employees within the classification.

9 2. Any reorganization of classifications covered by this agreement shall be done in
10 the following manner:

11 a. Advise affected unit staff of reorganization and allow them to bid for any
12 slot within the classification (free bid).

13 b. Remaining employees within affected unit may exercise bumping rights
14 over anyone in the classification, as contained in Article 12 of this Agreement.

15 3. Detention Supervisors may bid for shift and days off on the basis of seniority
16 within the job classification.

17 **Section 2. Vacant Positions:** Prior to the initiation of any competitive process to fill a
18 vacant bargaining unit position, any regular employee holding the same classification as that of the
19 vacant position shall be given the opportunity to bid for shift and days off of the vacant position.
20 New hires or probationary employees will not be placed in Master Schedule positions until the
21 successful completion of probation. Such bidding shall be accomplished in the following manner.

22 A. Job bid requests may be initiated at any time.

23 B. The number of requests each employee may initiate is not limited.

24 C. If two or more employees bid on one position, appointment will be made on the
25 basis of seniority within the classification. In the event of equal seniority, agency seniority shall
26 prevail. In the event that agency seniority is tied, the selection shall be at the sole discretion of the
27 manager.

28 **Section 3. Bid Process:**

1 1. Regular employees must indicate:

2 a. Their preferred shift and days off.

3 2. Bids must be on file prior to the initial position in a sequence becoming vacant in
4 order to be considered for that position or any subsequent opening which may occur as a result of that
5 vacancy. For the purpose of this Section, the date of the initial position becoming vacant means the
6 date a resignation letter or a termination form is received and date/time stamped by the Juvenile
7 Division Director/designee; at the time a new job offer is accepted on a promotion; at the time a
8 transfer request is approved; or at the time the termination/demotion of an employee is formalized in
9 writing by the Juvenile Division Director or designee.

10 3. Employees must accept the job when offered as a result of bid. If the employee
11 refuses, the employee's name will be removed from bid system for six (6) months.

12 4. Employees on probationary status or written performance improvement plans may
13 not participate in the bid system.

14 5. Employees may not change positions as a result of job bid requests more than once
15 in a twelve (12) month period.

16 6. When a job slot is accepted or rejected by the employee as a result of a bid, all
17 other bids the employee has on file are canceled. Bids may be resubmitted when the employee again
18 becomes eligible.

19 7. Once bids are on file they remain indefinitely until canceled by the employee or
20 canceled subject to No. 6.

21 **Section 4.** In the case of an unforeseen combination of circumstances or the resulting state
22 that calls for immediate action, employees may be required upon short notice to work shifts, or hours,
23 or days for the period of the need only.

24 **Section 5.** Regular employees promoted who do not complete their probationary period shall
25 have a right to return to the job slot previously held if still vacant or to a position in the same
26 classification with full seniority rights.

1 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 1. No Work Stoppages:** The County and the Union agree that the public interest
3 requires efficient and uninterrupted performance of County services and to this end pledge their best
4 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not
5 cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
6 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
7 County functions by employees under this Agreement and, should same occur, the Union agrees to
8 take appropriate steps to end such interference. Any concerted action by employees shall be deemed
9 a work stoppage if any of the above activities have occurred.

10 **Section 2. Union's Responsibilities:** Upon notification in writing by the County to the
11 Union that any of its members are engaged in work stoppage, the Union shall immediately, in
12 writing, order such members to immediately cease engaging in such work stoppage and provide the
13 County with a copy of such order. In addition, if requested by the County, a responsible official of
14 the Union shall publicly order such employees to cease engaging in such a work stoppage.

15 **Section 3. Disciplinary Action:** Any employee who commits any act prohibited in this
16 Section will be subject to the following action or penalties:

17 A. Discharge.

18 B. Suspension or other disciplinary action as may be applicable to such employee.

1 **ARTICLE 17: TIME, SPACE AND PROPERTY**

2 **Section 1. Work Time:** Work time shall not be used for Union business, except as
3 authorized by the Director of DAJD/designee for those Union officers necessary for the processing of
4 grievances or handling representational responsibilities.

5 **Section 2. Leave Of Absence:** An employee elected or appointed to office in the Union
6 which requires a part or all of his/her time may be given leave of absence without pay upon
7 application and approval of the Director of DAJD/designee.

8 **Section 3. Facilities:** DAJD space and facilities may be used by the Union for the purpose
9 of holding meetings subject to the established policies governing the use of facilities.

10 **Section 4. Material:** DAJD supplies and equipment shall not be used in performing any
11 function related to the activities of the Union, except as authorized by the Director of DAJD.

ARTICLE 18: MEDICAL, DENTAL AND LIFE PLAN

The County will provide medical, dental, life, disability, and vision benefits for regular, probationary, provisional and term-limited temporary employees and their eligible dependents as determined by the Labor-Management Insurance Committee or its successor.

1 **ARTICLE 19: SAVINGS CLAUSE**

2 Should any part hereof or any provision in this Agreement be rendered or declared invalid by
3 reason of any existing or subsequently enacted legislation or by any decree of a court of competent
4 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the
5 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet
6 within thirty (30) calendar days and negotiate such parts or provisions effected. The remaining parts
7 or provisions of this Agreement shall remain in full force and effect.

1 **ARTICLE 20: WAGE RATES**

2 **Section 1. Pay Ranges:** Wage rates for each classification are set forth in Addendum A.

3 **Section 2. Step Increases:**

4 A. Upon successful completion of a six (6) month probationary period, an employee's
5 salary shall be advanced to the next step. If the probationary period is for one (1) year, the employee
6 shall be advanced to the next step upon satisfactory completion of the first six (6) months of
7 employment.

8 B. Annual step increases will be given after the first increase described in Section
9 2.A, if the employee's work performance and work habits are satisfactory, and until such time that
10 the employee has reached Step 10. An increase beyond Step 2 is permissive and may be given at the
11 discretion of the division manager.

12 **Section 3. COLA:** Effective January 1 of each year of the Agreement, wage rates in effect
13 on December 31 of the previous year shall be increased by ninety percent (90%) of the CPI-W, All
14 Cities Index, September to September; provided, however, that the amount shall not be less than two
15 percent (2%) nor greater than six percent (6%).

1 **ARTICLE 21: DURATION**

2 This Agreement shall become effective upon full and final ratification and approval by all
3 formal requisite means by the Metropolitan King County Council and the King County Executive
4 and shall be in effect January 1, 2004 through December 31, 2006.

5
6 **APPROVED** this _____ day of _____, 2003

7
8
9
10 By _____

11 King County Executive

12
13
14
15 UNION:

16
17
18 _____
19 Rob M. Sprague
20 Staff Representative
21 Washington State Council of County and City Employees

22 UNION:

23
24 _____
25 Ken Conley
26 President
27 Local 2084-S
28